

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



**SCOPE OF WORK PROVISIONS**

**FOR**

**ELECTRICAL UTILITY LINEMAN:**  
**POLE RESTORATION JOURNEYMAN**  
**POLE RESTORATION JOURNEYMAN:AFTER 1 YEAR**  
**POLE RESTORATION JOURNEYMAN:AFTER 3 YEARS**

**SENIOR TECHNICIAN**  
**SENIOR TECHNICIAN:AFTER 1 YEAR**  
**SENIOR TECHNICIAN:AFTER 3 YEARS**

**POLE TREATMENT JOURNEYMAN**  
**POLE TREATMENT JOURNEYMAN:AFTER 1 YEAR**  
**POLE TREATMENT JOURNEYMAN:AFTER 3 YEARS**

**POLE RESOTRATION AND TREATMENT**  
**TECHNICIAN: (FIRST 6 MONTHS)**  
**TECHNICIAN: (FIRST 6-12 MONTHS)**  
**TECHNICIAN: (THEREAFTER)**

**IN**

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, EL DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL, KERN, KINGS, LAKE, LASSEN, LOS ANGELES, MARIPOSA, MADERA, MARIN, MENDOCINO, MERCED, MONO, MONTEREY, NAPA, NEVADA, ORANGE, PLACER, PLUMAS, RIVERSIDE, SACRAMENTO, SAN BENITO, SAN BERNARDINO, SAN DIEGO, SAN FRANCISCO, SAN JOAQUIN, SAN LUIS OBISPO, SAN MATEO, SANTA BARBARA, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TOULUMNE, VENTURA, YOLO, AND YUBA COUNTIES

**OSMOSE, INC.  
POLE TREATMENT  
AND  
RESTORATION AGREEMENT**

**RECEIVED**  
Department of Industrial Relations

JUL 09 2003

Div. of Labor Statistics & Research  
Chief's Office

**AGREEMENT NAME**

Outside Pole Treatment & Restoration Agreement, between Osmose, Inc., and Local Union 1245 of the International Brotherhood of Electrical Workers, AFL-CIO.

**PREAMBLE**

For the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment, the Company recognizes the Union as the exclusive representative of those employees who are employed by the Company performing work covered under the Scope of this Agreement.

**GEOGRAPHIC AREA**

Local Union 1245 is presently chartered by the International Brotherhood of Electrical Workers, AFL-CIO, to cover certain outside electrical work on Public Works Projects in the States of California (except Siskiyou, Modoc and Del Norte Counties) and Nevada (except Lincoln, Clark and that part of Nye County lying South of the Mount Diablo base line). Therefore, the territorial scope of this Agreement shall uniformly cover the above area.

**SCOPE OF WORK**

Groundline evaluation, treatment, restoration and minor repair (to GO 95 Guidelines) of standing wood utility poles on properties of electrical utility distribution and transmission systems owned, maintained and operated by utility companies, municipalities or government agencies engaged in utility operations. This work shall be done by skilled personnel, which have been formally trained in this specific field. The work will include the strength repair of designated reject poles using various generic mechanical products. Minor repair would include the replacement of defective or missing designated items such as guy guards, molding, pole numbers, high voltage signs, etc.

**MANAGEMENT RIGHTS**

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the Collective Bargaining Agreement in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring

employees from job-to-job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman or Senior Technician, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with the Agreement, in requiring all employees to observe all safety regulations and in discharging employees for proper cause.

The Employer retains the exclusive right to select individuals for the prescribed on-the-job training program, which includes written and oral testing to the Employer's satisfaction.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## ARTICLE 1

### SECTION 1.01

**TERM:** This Agreement shall take effect, **June 1, 2002**, and shall remain in effect until **December 31, 2003**. The Agreement will be opened for amendment or revision in all areas during the last quarter of 2003

### SECTION 1.02

#### **CHANGE:**

(a) Either party desiring to change or terminate this Agreement must notify the other in writing at least 90 days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

### SECTION 1.03

Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement by the expiration date of this Agreement, may be submitted jointly or unilaterally to Arbitration for adjudication as outlined in Section 7.02. Such unresolved issues or disputes shall be submitted no later than the expiration date of this Agreement, or any subsequent anniversary date. When a case is submitted to Arbitration, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level, prior to the case being sent to Arbitration. The Arbitrator's decision shall be final and binding on both parties.

## ARTICLE II

**\*\*Employees in the designated classifications will receive a weekly living allowance of \$60.00 for each week worked. This allowance is applicable when assigned to a work location which is in excess of 60 road miles, or 1½ hour commute time, from their established residence (home base). This living allowance will be provided for a maximum of five (5) months in any one location. After five months in one location, this location will become your new home base. In cases where the employer directly pays the cost of lodging, or when the employee chooses to commute and not stay away from home, the \$60.00 a week living allowance is not applicable. (Amended 6/1/00)**

#### **SECTION 4.07**

**POLE TREATMENT FOREMAN (WORKING):** An employee who is in charge of not more than five men, including himself or herself, (when assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician) engaged in the inspection and treatment of standing wood utility poles. He or she has been formally trained on-the-job by the Employer and has demonstrated his or her knowledge in the evaluation of wood poles to GO 95 Guidelines and application of remedial preservatives.

#### **SECTION 4.08**

**POLE RESTORATION FOREMAN (WORKING):** An employee who is in charge of not more than five (5) men, including himself or herself, engaged in the evaluation, preservative treatment and mechanical restoration of Sub-GO 95 wood poles.

#### **SECTION 4.09**

**FOREMAN/TRAINEES:** An Employee who is training on-the-job under a Pole Treatment Foreman or Pole Restoration Foreman for a specified amount of time, normally six (6) to ten (10) weeks. A Foreman/Trainee shall demonstrate reasonable progress and proficiency during his or her training to continue in that capacity. It is understood that in addition to the on-the-job training, a Foreman/Trainee is required to study Employer technical procedures on his or her own time. Testing on Company procedures is a basic element of the training program.

#### **SECTION 4.10**

**TECHNICIAN:** An Employee who, under the supervision of a Foreman, is engaged in repetitive, unskilled work such as digging, back-filling, applying preservatives, etc.... which involves a variety of hand tools.

#### **SECTION 4.11**

**SENIOR TECHNICIAN:** An Employee who assists the Foreman in all aspects of the job, and can effectively manage the crew in the Foreman's temporary absence. Must be able to survey poles, lines, etc., and assist in the training of, crew members when required.

## ARTICLE V

### SECTION 5.01

#### **SAFETY AND WORKING RULES:**

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

- (a) A copy of the Employer's Safety Policy will be forwarded to the Local Union as soon as possible.
- (b) The Employer will furnish and keep in legal working order, all safety equipment necessary to perform the work covered under the scope of this Agreement.
- (c) Weekly, documented tailgate crew safety meetings of approximately 15 minutes in duration will be mandatory. The Union is encouraged to attend these meetings during normal work hours.
- (d) In addition to the weekly safety meetings, two formal day-long classroom-style safety meetings will occur yearly. Normally these are in February and August during normal work hours. A written Agenda will be provided to each employee prior to the meeting.
- (e) Topics of all safety meetings will be appropriate and often times suggested by various supervisory and management personnel.

## ARTICLE VI

### SECTION 6.01

**HEALTH AND WELFARE:** The Employer agrees to pay two dollars, seventy-five cents (\$2.75) July 1 2003 three dollars, twenty-five cents (\$3.25) per hour for each hour worked by each employee covered by the terms of this Agreement to the Line Constructors Benefit Fund for the purpose of providing insurance benefits for eligible employees and/or their dependents. The Employer agrees to pay all future increases for the term of this Agreement.

### SECTION 6.02